

BILL NO. S-83-09-58

SPECIAL ORDINANCE NO. S-218-83

AN ORDINANCE approving an Agreement for Hillsboro Addition, Section I, San. Sewer Extension, Lateral "D", between John M. & Lorraine Bojrab and Imen and Fay Bojrab, developer and the City of Fort Wayne, in connection with the Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the annexed Agreement, dated September 16, 1983, made a part hereof, by the City of Fort Wayne by and through its Board of Works and John M. & Lorraine Bojrab and Imen and Fay Bojrab, developer, for Hillsboro Addition, Section I, San. Sewer Extension, Lateral "D", is hereby ratified, and affirmed and approved in all respects. The work under said Agreement requires:

sanitary sewer extension by and between John M. & Lorraine Bojrab and Imen and Fay Bojrab, as developer, and the City of Fort Wayne as follows: Beginning at an existing bulkhead approximately 135 feet South of an existing manhole at the Southeast corner of Rockcroft Court and Saxton Run; thence South 20 L.F. \pm to a manhole; thence Southeasterly 120 L.F. \pm to a manhole and terminating. Said San. sewer to be 12" in diameter. This shall be known as Hillsboro Addition, Sec. I, Extension of San. Sewer, Lateral "D";

the Agreement price is Three Thousand and No/100 Dollars (\$3,000.00) at no expense to the City.

SECTION 2. Prior Approval was received from Council with respect to this Agreement on September 20, 1983. Two (2) copies of the Agreement attached hereto are on file with the City Clerk and are available for public inspection.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

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APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Donna, seconded by Donna, and duly adopted, read the second time by title and referred to the Committee City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock, _____ M., E.S.T.

DATE: 5-27-83

Sandra E. Kennedy
CITY CLERK

Read the third time in full and on motion by Donna, seconded by Donna, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 10-11-83

Sandra E. Kennedy
- CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~) (~~APPROPRIATION~~) ORDINANCE (RESOLUTION) NO. S-218-83 on the 11th day of October, 1983.

ATTEST:

(SEAL)

Sandra E. Kennedy
CITY CLERK

Ray A. Ebert
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of October, 1983, at the hour of 11:30 o'clock A. M., E.S.T.

Sandra E. Kennedy
CITY CLERK

Approved and signed by me this 18th day of October, 1983, at the hour of 3 o'clock P. M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

73-181-4
9/16/83

AGREEMENT FOR SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 16th day of September 1983, by and between JOHN M. and LORRAINE BOJRAB, husband and wife and IMEN and FAY BOJRAB, husband and wife, hereinafter referred to as "OWNER" and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "CITY", WITNESSETH:

WHEREAS, the "OWNER" desires to construct a local sanitary sewer described as follows:

"Beginning at an existing bulkhead approximately 135 feet South of an existing Manhole at the Southeast corner of Rockcroft Court and Saxton Run; thence South 20 L. F. \pm to a Manhole; thence Southeasterly 120 L. F. \pm to a Manhole and terminating. Said Sanitary sewer to be 12" in diameter".

in accordance with plans, specifications and profiles heretofore submitted to and approved by "CITY" and now on file in the office of the Chief Engineer of the Water Pollution Control Engineering Department of "CITY" and known as "HILLSBORO ADDITION, SECTION I, EXTENSION OF SANITARY SEWER, LATERAL "D" and drawn by Joseph B. Stoodly Jr., Registered Land Surveyor # S-0144 under Survey dated August 30, 1983, which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the "OWNER" has an interest, but also an adjoining land areas and;

WHEREAS, the cost of construction of said sewer is represented to be \$3000.00.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

"OWNER" shall cause said sewer to be constructed and located in accordance with said plans, specifications and profiles, all approved by "CITY" under private contract to be let within 60 days after requisite "CITY" approval. All work and materials shall be subject to inspection by "CITY" and the right of "CITY" to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed completed and/or permanently connected into the sewer system of "CITY" until final acceptance by "CITY". Upon acceptance by "CITY" said sewer shall become the property of "CITY" and "CITY" shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by "CITY", and all further maintenance thereafter shall be borne by "CITY"

2. COST OF CONSTRUCTION

"OWNER" agrees to pay the entire cost and expense of construction of said sewer, in cash, including "CITY" engineering and inspection fees, and to hold "CITY" harmless from any liability for claims connected therewith.

3. AREA OF "OWNERS"

Said sewer when accepted by the "CITY" will serve the following described real estate:

Part of the SW $\frac{1}{4}$ of Section 15, Township 31 North, Range 13 East, Allen County, Indiana, more particularly described as follows: Commencing at the Northeast corner of the SW $\frac{1}{4}$ of said Section 15, being marked by an iron rail post found; thence North 89 degrees 19 minutes 30 seconds West, along the North line of said SW $\frac{1}{4}$ and also along the South line of Hillsboro Addition, Section 1, a distance of 340.39 feet to an iron pin set marking the point of beginning; thence South 00 deg. 10 min. 50 sec. East, parallel with the East line of said SW $\frac{1}{4}$, a distance of 125.00 feet to an iron pin set; thence North 89 deg. 19 min. 30 sec. West, parallel with the North line of said SW $\frac{1}{4}$, a distance of 185.61 feet to an iron pin set; thence North 00 deg. 10 min. 50 sec. West, parallel with the East line of said SW $\frac{1}{4}$, a distance of 29.45 feet to an iron pin set; thence Northwesterly along the arc of a tangent curve to the left, having a radius of 175.00 feet, a chord distance of 40.16 feet and a chord bearing North 06 deg. 45 min. 27 sec. West, an arc distance of 40.25 feet to an iron pin set; thence North 13 deg. 21 min. 30 sec. West, 28.50 feet to an iron pin set; thence Northerly along the arc of a curve to the right, having a radius of 125.00 feet, a chord distance of 28.32 feet and a chord bearing North 06 deg. 51 min. 42 sec. West, an arc distance of 28.38 feet to an iron pin set on the North line of said SW $\frac{1}{4}$ and also the South line of said Hillsboro Addition, Section 1; thence South 89 deg. 19 min. 30 sec. East, along said line, 200.00 feet to the point of beginning, containing 0.55 acres of land, more or less.

As "OWNER" will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate, except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by "CITY" for connections to "CITY" sewer mains and treatment of sewage therefrom.

4. AREA CONNECTION CHARGE

An area connection charge of \$700.00 per acre must be paid to "CITY" at the time of connection. This area connection charge is in addition to the local charge as set forth above, and represents the installation and/or oversizing cost expended by "CITY" for sewer line(s) known as St. Joe Intersceptor Resolution # 61-140-11; reference Exhibit "A".

5. BOND

This contract is subject to "OWNER" and/or his contractor furnishing a satisfactory Maintenance and Guaranty Bond for 25% of the value of the sewer which shall guarantee said sewer against defects for a period of one year from the date of final acceptance of said sewer by "CITY".

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste in accordance with City Municipal Code.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

"OWNER", for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce "CITY" to execute and ratify this contract, said "OWNER", for himself, his successors and assigns, agrees by this contract to vest in "CITY" the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

"OWNER" further agrees that any deeds, contracts, or other instruments of conveyance made by "OWNER", its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from "OWNER", his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract

purchaser and their successors in title.

"OWNER" further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of CITY as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of "CITY" who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of such land or of the territory in which it is located or of the area served by said sewer. (I.C. 36-9-22-2, as added by Acts 1981, P. L. 309, 395).

8. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly appointed Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

SEAL

"OWNER"

John M. Bojrab
JOHN M. BOJRAB (HUSBAND)

Lorraine Bojrab
LORRAINE BOJRAB (WIFE)

Imen Bojrab
IMEN BOJRAB (HUSBAND)

Faye Bojrab
FAYE BOJRAB (WIFE)

"CITY"
MAYOR

BY: Win Moses Jr.
WIN MOSES JR.

BOARD OF PUBLIC WORKS

BY: Stephen A. Bailey
STEPHEN A. BAILEY, CHAIRMAN

Jack Wilson Sr.
JACK WILSON SR. MEMBER

Betty Collins
BETTY COLLINS MEMBER

ATTEST:

Helen V. Gochenour
HELEN V. GOCHENOUR, CLERK

APPROVED AS TO FORM AND LEGALITY

Robert J. Stoddy Jr.
ASSOCIATE CITY ATTORNEY

STATE OF INDIANA

SS

COUNTY OF ALLEN

Before me, the undersigned, a Notary Public in and for said County and State,
personally appeared _____

_____, who acknowledged the execution of the foregoing
agreement for sewer extension, as and for his and/or her voluntary act and deed
for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 12th day of September, 1983

My commission expires

March 28, 1987

Notary Public

Bernice M. Bojrab

Resident of

Allen, County

EXHIBIT "A"

AREA CONNECTION FEES
FOR
ST. JOE STUDY AREA

WE, JOHN M. & LORRAINE BOJRAB & IMEN & FAY BOJRAB

recognize the City of Fort Wayne is in the process of establishing sanitary sewer Area Connection Fees for the St. Joe Study Area. Therefore, in the interim, until the final dollar amount for the Area Connection Fees has been established, we JOHN M. & LORRAINE BOJRAB & IMEN & FAY BOJRAB,
(Property Owners)

agree to pay Seven Hundred (\$700.00) Dollars per acre. It is understood that should the final area connection fee figure be less than Seven Hundred (\$700.00) Dollars, then the City of Fort Wayne will reimburse to us the difference. It is further understood and agreed that should the final area connection fee be more than Seven Hundred (\$700.00) Dollars, we, JOHN M. & LORRAINE BOJRAB AND IMEN AND FAY BOJRAB
(Property Owners) agree to pay the difference.

John M. Bojrab
JOHN M. BOJRAB
Lorraine Bojrab
LORRAINE BOJRAB

Imen Bojrab
IMEN BOJRAB
Fay Bojrab
FAY BOJRAB

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared THE ABOVE, who acknowledged the execution of the foregoing Area Connection Fee Agreement, as and for their voluntary act and deed, for the uses and purposes therein contained.

WITNESS my hand and notarial seal the 14th day of September, 1983.

Burris M. Bojrab

My Commission Expires:

March 28, 1987

This instrument prepared by:
C. Duane Embury, P.E., Chief
Water Pollution Control Engineer
City of Fort Wayne

BILL NO. S-83-09-58

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN
ORDINANCE approving an Agreement for Hillsboro Addition, Section I,
San. Sewer Extension, Lateral "D", between John M. & Lorraine Bojrab
and Imen and Fay Bojrab, developer and the City of Fort Wayne, in
connection with the Board of Public Works

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

VICTURE L. SCRUGGS, CHAIRMAN

Victure Scruggs

SAMUEL J. TALARICO, VICE CHAIRMAN

Samuel J. Talarico

DONALD J. SCHMIDT

Donald J. Schmidt

MARK E. GIAQUINTA

Mark E. Giaquinta

PAUL M. BURNS

Paul M. Burns

Concurred 10-11-83

Sandra E. Kennedy

Adm. Appr.

TITLE OF ORDINANCE Agreement for Hillsboro Addition, Sec. I, San. Sewer Extension, Lateral "D"

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE This is an agreement for sanitary sewer extension by and between John M. & Loraine Bojrab and Imen and Fay Bojrab, as developer, and the City of Fort Wayne as follows: Beginning at an existing bulkhead approximately 135 feet South of an existing manhole at the Southeast corner of Rockcroft Court and Saxton Run; thence South 20 L.F. \pm to a manhole; thence Southeasterly 120 L.F. \pm to a manhole and terminating. Said San. sewer to be 12" in diameter. This shall be known as Hillsboro Addition, Sec. I, Extension of San. Sewer, Lateral "D".

PRIOR APPROVAL RECEIVED 9/20/83

EFFECT OF PASSAGE Sewer installation at above location.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$3,000 - no expense to City

ASSIGNED TO COMMITTEE